

**DEPARTMENT OF THE ARMY**  
**RIGHT OF ENTRY FOR CONSTRUCTION**

|                                                                       |                                                           |
|-----------------------------------------------------------------------|-----------------------------------------------------------|
| Kaukauna Parcel J Remediation<br>(Project, Installation, or Activity) | 320<br>(Tract Number or Other Property<br>Identification) |
|-----------------------------------------------------------------------|-----------------------------------------------------------|

The undersigned, hereinafter called the “Owner,” hereby grants to the UNITED STATES OF AMERICA, hereinafter called the “Government,” a right-of-entry upon the following terms and conditions:

1. The Owner hereby grants to the Government, its agents, and assigns an irrevocable right to enter upon the lands hereinafter described at any time from October 1<sup>st</sup>, 2025 through December 31<sup>st</sup>, 2027, in order to perform construction work of any nature.

2. This right-of-entry includes the right of ingress and egress on other lands of the Owner not described below, provided that such ingress and egress is necessary and not otherwise conveniently available to the Government.

3. All tools, equipment, buildings, improvements, and other property taken upon or placed upon the land by the Government shall remain the property of the Government and may be removed by the Government at any time within a reasonable period after the expiration of this right-of-entry.

4. In the event that the Government does not acquire title or other necessary interest in said land prior to the expiration of this permit or right-of-entry, or other renewal thereof, the parties agree that, if any action of the Government’s employees or agents in the exercise of this right-of-entry results in damage to the real property, the Government will, at its option, either repair such damage or make an appropriate settlement with the Owner. In no event shall such repair or settlement exceed the fair market value of the fee interest of the real property at the time immediately preceding such damage. The Government’s liability under this clause may not exceed appropriations available for such payment and nothing contained in this agreement may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies. The provisions of this clause are without prejudice to any rights the Owner may have to make a claim under applicable laws for any other damages than provided herein. If the Government does acquire such title or other necessary interest, damages would be limited to the decrease in the fair market value of the owner’s remainder caused by such damage.

The land affected by this right-of-entry is located in the State of Wisconsin, County of Outagamie, and is described in “Exhibit A”, which is attached and made a permanent part thereof.

WITNESSES MY HAND AND SEAL this \_\_\_\_ day of \_\_\_\_\_, 2025.

CITY OF KAUKAUNA

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Signature

UNITED STATES OF AMERICA

By: \_\_\_\_\_  
MICHAEL B. ROHDE  
Chief, Real Estate Division  
Real Estate Contracting Officer

Exhibit A  
Real Estate Map



**NOTE: THE CERTIFICATE OF AUTHORITY must be executed by an individual other than by the person who signed the agreement. The individual must certify that the official who signed the agreement was authorized to act in that capacity.**

**CERTIFICATE OF AUTHORITY**

I, \_\_\_\_\_, do hereby certify that I am the  
\_\_\_\_\_ of **City of Kaukauna** and that  
\_\_\_\_\_, who signed the agreement on behalf of **City of  
Kaukauna** was at the time of signature its \_\_\_\_\_, and  
that the person who executed the agreement on behalf of \_\_\_\_\_ acted within his/her statutory authority.

**IN WITNESS WHEREOF**, I have made and executed this certification this \_\_\_\_\_ day  
of \_\_\_\_\_, 2024.

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)